

सूचीबद्ध एजेंसियों से आमंत्रण पत्र (सीमित निविदा)
15 अप्रैल 2023 को अस्थायी रूप से गोवा में SCDF एक दिवसीय कार्यशाला में इवेंट मैनेजमेंट के लिए

LETTER OF INVITATION (Limited Tender) from Empaneled Agencies
for Event Management at SCDF-One Day Workshop at Goa tentatively on
15th April 2023

निविदा सं.: T002287614 दिनांक: 07/03/2023
Tender No.: T002287614 dated: 07/03/2023



भारतीय लघु उद्योग विकास बैंक
क्लस्टर विकास उद्-भाग
तृतीय तल, आत्मा राम हाउस
1, टोल्स्टोय मार्ग, कनाट प्लेस, नई दिल्ली - 110001



Small Industries Development Bank of India
Cluster Development Vertical,
3rd Floor, Atma Ram House,
1 Tolstoy Marg, Connaught Place, New Delhi - 110001
वेबसाइट/ Website: www.sidbi.in

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (SIDBI) की संपत्ति है। यह सिडबी की लिखित अनुमति के बिना किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा, पुनर्प्रस्तुत, वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री के उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य के लिए अधिकृत कर्मियों/ एजेंसियों के लिए भी कड़ाई से निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा।

This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed, or recorded on any medium, electronic, or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

बोली हेतु आमंत्रण/ INVITATION TO BID

1 प्रस्तावना एवं आवश्यकताएँ/ INTRODUCTION AND REQUIREMENT:

भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 के माध्यम से स्थापित निगम भारतीय लघु उद्योग विकास बैंक (सिडबी) एमएसएमई क्षेत्र के संवर्द्धन, वित्तपोषण और विकास के लिए प्रमुख वित्तीय संस्थान के रूप में कार्य करता है और यह इस प्रकार की गतिविधियों में संलग्न संस्थाओं के कार्यों में समन्वय भी करता है। सिडबी की भूमिका और इसके प्रकार्य इसकी वेबसाइट <https://www.sidbi.in/> में विनिर्दिष्ट हैं।

Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website "www.sidbi.in".

भारतीय लघु उद्योग विकास बैंक, 15 अप्रैल 2023 को अस्थायी रूप से गोवा में SCDF एक दिवसीय कार्यशाला में इवेंट मैनेजमेंट के लिए Empaneled एजेन्सीस से प्रस्ताव पत्र - पैरा 5.1 में निर्दिष्ट नियम एवं शर्तों (कार्य संबंधी दायरा) के अनुरूप, आवेदन आमंत्रित करता है।

The Bank invites applications from empaneled agencies for for Event Management at SCDF One Day Workshop at Goa tentatively on 15th April 2023 as per para 5.1 (Scope of Work) of Terms and Conditions.

आपसे अनुरोध है कि आप अपनी बोली संलग्न अनुलग्नकों और प्ररूपों में उल्लिखित अनुसूची तथा नियमों और शर्तों के समनुरूप विधिवत रूप से प्रस्तुत करें।

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in **Annexures** and formats attached.

Bid Invitation Letter

Ref. No: _____

Date:

To,

[Addressed **only to Event Management Agencies Empanelled with the Bank**]

महोदया/ प्रिय महोदय,

Madam/ Dear Sir,

**SUBJECT: BID INVITATION LETTER
FOR SUBMISSION OF PROPOSAL for Event Management at SCDF One Day
Workshop at Goa tentatively on 15th April 2023**

(ONLY FOR EMPANELLED Event Management AGENCIES OF SIDBI)

1. Please refer to your empanelment with Small Industries Development Bank of India (SIDBI). You are hereby invited to submit proposals required for the captioned assignment with best prices **for Event Management at SCDF One Day Workshop at Goa tentatively on 15th April 2023** as per specifications given in RFP document.
2. The proposal complete in all respect (refer to 'Guidelines on Bid Submission' above), should be submitted with subject "**Event Management at SCDF One Day Workshop at Goa tentatively on 15th April 2023**" latest by March 17, 2021 till 17:00 hrs to the following email ids: smirtib@sidbi.in and yogendrac@sidbi.in The SIDBI reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.
3. You are requested to hold your proposal valid for 180 days from the last date of submission without change in your proposed price. SIDBI will make its best efforts to select a vendor within this period. SIDBI may solicit your consent to an extension of Proposal validity (but without any modification in the Proposal including proposed price).
4. Please note that payments which you receive from this assignment will be subject to applicable tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.
5. We would appreciate if you inform us by E-mail:
 - (a) Your acknowledgement of the receipt of this letter of invitation and;
 - (b) Whether or not you will be submitting a proposal.

भवदीया/ Yours faithfully

sd/-

(Mamta Kumari)

Assistant General Manager

2. महत्वपूर्ण सूचना/ Critical Information:

S.No. क्र.सं.	कार्यक्रम/ Events	विवरण/ Particular/ दिनांक और समय/ Date & Time
1	उद्देश्य/ Purpose	15 अप्रैल 2023 को अस्थायी रूप से गोवा में SCDF एक दिवसीय कार्यशाला में इवेंट मैनेजमेंट के लिए Empaneled एजेंसीस से प्रस्ताव पत्र Selection of agency for Event Management at SCDF One Day Workshop at Goa tentatively on 15th April 2023 application invited from empaneled agencies only.
2	बोली-पूर्व बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि/ Last date for seeking clarifications for pre-bid meeting	13 मार्च 2023 को अपराह्न 11:00 बजे/ 13 March 2023 by 11:00 AM Clarifications to be sought only via email at E-mail Ids mentioned at Sl. No. 12 of this section, no other means shall be entertained.
3	बोली-पूर्व बैठक/ Pre Bid meeting	13 मार्च 2023 को अपराह्न 3:00 बजे/ 13 March 2023 at 3:00 pm The meeting shall be virtual/ online over MS Teams Call.
4	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	17 मार्च 2023 को अपराह्न 5:00 बजे/ 17 March 2023 at 05:00 PM Only E- bids (over E-mail) to be furnished. No physical bids shall be entertained.
5	Address for Bid Submission/ pre-bid/ बोली जमा करने का पता	Not Applicable (Soft copies of the Bids are to be submitted through emails only)
6	तकनीकी बोली खोलने की तिथि व समय/ Date & Time of Opening of proposals	17 मार्च 2023 को अपराह्न 6:00 बजे/ 17 March 2023 at 06:00 PM
7	Presentation on Proposal	बाद में सूचित किया जायेगा/ To be intimated at a later date
8	वाणिज्यिक बोली खोलने की तिथि व समय/ Date and time of opening of commercial bids	बाद में सूचित किया जायेगा/ To be intimated at a later date
9	बोली के वैद्यता/ Bid Validity	बोली जमा करने की अंतिम तिथि से 180 दिन तक/ 180 days from the last date of bid submission.

10	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ/ Presentations to be made by bidders	बोलीदाताओं को प्रस्तुति देने का प्रबंध करना होगा। जिसकी तिथि बोली प्रस्तुत करने के बाद सूचित की जाएगी। The bidders are required to arrange for Presentation (online mode). Date would be intimated after bid submission.
11	सिडबी अधिकारियों के संपर्क विवरण/ Contact details of SIDBI officials	
	स्मृति बाजपेई Smirti Bajpai	योगेंद्र पी एस चौधरी Yogendra P. S. Chaudhary
	011-23448418 smirtib@sidbi.in	011-23448414 yogendrac@sidbi.in
		ममता कुमारी Mamta Kumari
		011-23448452 mamta@sidbi.in
12	स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) केंद्रीय सतर्कता आयोग द्वारा नियुक्त/ Independent External Monitor (IEM) appointed by the CVC	श्री नागेश्वर राव कोरीपल्ली (आईआरएस, सेवानिवृत्त) ३८ द ट्रेल्स, मानिकोंडा, आर. आर. डिस्ट्रिक्ट हैदराबाद - 500089, मोबाइल: 9788919555/ knageshwarrao@gmail.com Shri. Nageshwar Rao Koripaali, (IRS retd.), 38, The Trails, Manikonda, R.R District Hyderabad - 500089, Mobile: 9788919555, knageshwarrao@gmail.com
13	सिडबी की वेबसाइट/ Website of SIDBI	www.sidbi.in

Note:

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the SIDBI's website
2. This bid document is not transferable. If a holiday is declared on the dates mentioned above, the bids shall be received/ opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
 - 2.1.1 Online commercial bids should be submitted in password protected format
 - 2.1.2 Pre-Bid and Bid opening meetings can be attended via Teams with prior permission of SIDBI on authorized links to be provided by SIDBI
 - 2.1.3 All Emails must be received before cutoff time with SIDBI

Definitions:

- 1 SIDBI/ Bank shall mean "Small Industries Development Bank of India".
- 2 RFP shall mean "RFP Document"

- 3 Recipient/ Respondent and Bidder/ Contractor/ Vendor(s)/ Service Provider shall mean Respondent to the RFP Document".
- 4 Event/ Workshop/Conference: These terms are interchangeability used
- 5 Tender Document shall also mean Bid Document
- 6 Tender shall mean Technical and Financial/ Commercial Bid

3 Instruction to Bidders

3.1 Preface

This request for proposal document ('RFP document' or 'RFP') has been prepared solely for the purpose of enabling SIDBI to select an agency/ firm/ Service Provider for **Selection of agency for Event Management at SCDF One Day Workshop at Goa tentatively on 15th April 2023 application invited from empaneled agencies only**". The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

3.2 INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

3.3 FOR RESPONDENT ONLY

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder").

3.4 DISCLAIMER:

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred

therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

3.5 COSTS TO BE BORNE BY RESPONDENTS

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

3.6 NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients/ Respondents and SIDBI until execution of a contractual agreement.

3.7 RECIPIENT OBLIGATION TO INFORM ITSELF

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

3.8 EVALUATION OF OFFERS

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.9 ACCEPTANCE OF SELECTION PROCESS

Each Recipient/ Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient/ Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

3.10 ERRORS AND OMISSIONS

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgement of Response to RFP.

3.11 ACCEPTANCE OF TERMS

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RFP.

3.12 REQUESTS FOR PROPOSAL

3.12.1 Recipients are required to direct all communications (including pre-bid queries) related to this RfP, through the Nominated Point of Contact persons on E-mail.

Contact: Smirti Bajpai	Contact: Yogendra P. S. Chaudhary
Position: Manager	Position: Manager
Email - smirtib@sidbi.in	Email - yogendrac@sidbi.in
Telephone - 011-23448418	Telephone - 011-23448414

3.12.2 SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided will be taken to form part of that Respondent's response.

3.12.3 Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

3.12.4 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

3.13 NOTIFICATION

SIDBI will notify all short-listed Respondents in writing or by email as soon as possible about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

4 INFORMATION TO BIDDERS

4.1 RFP CLOSING DATE :

RFP Response should be received by SIDBI not later than the time and date mentioned in 'Bid Critical Information' section before, via email over authorized official mail ID.

4.2 RFP VALIDITY PERIOD-

4.2.1 The Bids must remain valid and open for evaluation according to their terms for a period of 180 days from the date of the submission of bids.

4.2.2 Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from last date for submission of bids as mentioned in 'Critical information' sheet.

- 4.2.3 In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- 4.2.4 Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.3 LATE RFP POLICY-

Responses received after the due date/ time i.e. bid submission date/ time would be considered late and shall not be accepted or opened.

4.4 Receiving of RFP Response

The submission of the response should be in the format outlined in this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

a. Instructions for Bid Submission

- The interested bidders shall submit the Bids/ Proposals to designated **E-mail Ids only in place of physical submission**. Hence, no Physical submission of the bids shall be entertained.
- While submitting the soft copies of the bids, the bidder shall prepare two (02) zip files as per the following for submission to SIDBI through email:
 - Zip File 01 - **Proposal**
 - Zip File 02 - **Password protected Commercial Bid.zip** (as per the format provided in the tender)

Note:

(i) In case the file size of the Zip File 01 (as above) is very high and the bidders faces any challenges in sending these files (as attachments) in the mail, the bidder may also opt for providing the "One Drive" or "Google Drive" downloadable link (without any restriction/ authorization required) for these zip file

(ii) It is clarified that the Zip File 02 - Commercial Bid.zip should mandatorily has to be enclosed in the mail and should not be provided through a downloadable link.

(iii) Multiple mails for submitting the bids should be avoided.

(The soft copies of the bids (as per the instructions indicated above) should be submitted to the following email ids only: **smirtib@sidbi.in and yogendrac@sidbi.in**

- The bids received within the deadline i.e. **17th March 2023 at 5:00 PM only** shall be considered for further evaluation. It is clarified that any delay/ lag due to connectivity of for whatsoever reason leading to delay in submission of the proposal shall be not accepted by SIDBI. Bidder to ensure that the proposal reaches to SIDBI Inbox through email before the deadline.

- **Regarding "Commercial bid" submission**

The soft copy of the commercial bid (Zip File 02 - Commercial Bid.zip) should be in the .pdf format (**not editable but printable**) only and should be "**Password Protected**".

The password to open the commercial bids shall be shared by the Bidders at the time of opening of the commercial proposals only. The commercial proposals shall be opened only for the proposals found complete and acceptable. The commercial bid in any other format and not meeting the above criteria shall not be accepted and the bidder shall be considered as "**Disqualified**".

Bidders are advised to keep strong passwords. SIDBI shall not be responsible for any claim by any of the bidder with regard to the cracking of the password or etc. in respect of the commercial bid.

Further, it is also clarified that at the time of opening of the commercial bid, if the bid file does not open or shows some error like "invalid file" or "corrupted file" or "Wrong Password" or any other reason, that bid shall not be considered for further evaluation and shall be considered as "Invalid Bid" and the respective bidder shall automatically be disqualified for the further evaluation stage.

4.5 Requests for information

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing or through e-mail by the time mentioned in 'Bid Critical Information' section before. **No query/ clarification would be entertained over phone.**

All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's

response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

4.6 PRE BID MEETING:

- 4.6.1 The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RfP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 4.6.2 The Bank shall hold an Online pre-bid meeting over "**Microsoft Team**" on the date and time mentioned in 'Critical Information' section above.
- 4.6.3 It would be the responsibility of the Bidders representatives (only one person per bidder) to join the online pre-bid meeting. The interested bidder are advised to submit the details of the Nodal Officer (Name, Official Email ID, Mobile Number) to participate in the pre-bid meeting. While sending the clarifications/ queries to SIDBI, the interested bidders can indicate the details of the nodal officers in the same mail also. The Bank shall send meeting invite only to the person whose details have been shared with the Bank. In case, the meeting invite is not received by any of the designated representatives latest by **14:00 hrs on 13/03/2023**, he/ she should call or mail to Bank's designated officials whose details are given in 'Critical Information' sheet.
- 4.6.4 Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 4.6.5 The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.6.6 If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

4.7 AMENDMENT TO THE BIDDING DOCUMENTS:

- 4.7.1 At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 4.7.2 The amendment will be posted on Banks website www.sidbi.in only.
- 4.7.3 All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- 4.7.4 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

4.8 LANGUAGE OF BID:

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

4.9 SUBMISSION OF BIDS

- 4.9.1 The bids must be received by the Bank at the specified email ids not later than date and time mentioned in 'Critical Information', given in the beginning of this document.
- 4.9.2 In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 4.9.3 The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.10 MODIFICATION AND/ OR WITHDRAWAL OF BIDS:

- 4.10.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 4.10.2 The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 4.10.3 No bid may be modified or withdrawn after the deadline for submission of bids.

4.10.4 Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt/ non-delivery of the bid documents due to any reason whatsoever.

4.11 REQUEST FOR INFORMATION:

4.11.1 Recipients are required to direct all communications for any clarification related to this RfP, to the nominated officials and must communicate the same in writing by the time mentioned in 'Critical Information' section before. No query/ clarification would be entertained over phone.

4.11.2 All queries relating to the RfP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

4.11.3 However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

4.11.4 The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

4.12 DISQUALIFICATION

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

4.13 IMPORTANT

Bidders must take the following points into consideration during preparation and submission of bids.

4.13.1 Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.

4.13.2 **All documents must be numbered, and proper index should be put up on the documents must be scanned in sequence, haphazard placement of documents is liable to be rejected.**

4.13.3 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

4.13.4 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

4.13.5 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected. However, SIDBI at its sole discretion, has right to call for clarification from any applicant, if required.

4.13.6 The RfP is floated on SIDBI website (www.sidbi.in). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to

RfP will be posted on SIDBI website. Bidders must have close watch on SIDBI website the intervening period before submitting response to RfP.

4.13.7 Each bidder shall submit only one proposal.

4.14 DETAILS OF BIDS TO BE SUBMITTED

4.14.1

Zip Folder	Bid Contents
I	Proposal Head wise detailed plan, along with Power point presentation as per constituents of scope of work as mentioned at Sl. No. 5.1
II	Commercial Bid Response to Commercial Bid as per format prescribed in Annexure-I

4.14.2 The Bid shall be typed or written in indelible ink, all pages numbered and signed by Authorized signatory of the response.

4.14.3 Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.

4.14.4 The bids to be submitted in eformat as mentioned at sl no **4.4 (a)**. Non- password protected bids or sharing of password before being called for will make bid liable for rejection.

5 Background

SIDBI is organizing a one-day workshop on “Making Future Ready Sustainable Cluster Infrastructure” tentatively on 15th April 2023 at Goa on Cluster Development theme with focus on SIDBI Cluster Development Fund (SCDF) which is supporting State/ UT Governments by way of soft loans to develop/ create/ upgrade various infrastructure in & around MSME clusters. The workshop is for senior representatives from State/UT Finance Departments in the rank of Principal Secretary/ Secretary/Additional Secretary to attend the said workshop.

5.1 SCOPE OF WORK

5.1.1 It is proposed to organize a single day workshop in Goa tentatively on 15th April 2023 for approximately 100 participants (+/- 10)

Broad Constituents of Event

A. One Day workshop: (10:00 am to 5:30 pm)

1. PAX: 100 (+/- 10)

2. **Venue:** 5-star property to accommodate all guests along with conference room facility and fit enough to host senior level officials. The location in vicinity of popular destinations of Goa shall be preferred.
3. **Workshop constituents:** The workshop hall to be air-conditioned, having sufficient space and comfortable seating with proper audio-visual display arrangements. Digital display Standees and other standees to be on eco-friendly material only.
4. **Workshop Management:** Stage management, planning of sessions, online streaming of panel discussions
5. **Workshop Material:** Stationery/ Bag: High-quality, Eco-friendly bags to be procured from NGO/SHG/artisan/others organization. Writing pads, pen, pencil of good quality with SIDBI logo.
6. **Refreshments:** Packaged drinking water, forenoon tea/coffee/green tea with light refreshment, lunch, afternoon tea/coffee/green tea and late evening Hi- tea. Continuous supply of tea/coffee/ green tea during the sessions. Both veg and non-veg cuisines to be included.

B. Accommodation

1. Stay Arrangements: Two nights as guests will start coming on T-1 day i.e 14/04/2023 and checkout on T+1 day i.e 16/04/2023. Thus, stay arrangements for two nights i.e 14/04/2023 and 15/04/2023. Preferably 5 Star property having sufficient number of rooms and conference hall facility. We prefer the conference and accommodation to be in same hotel. *In case few rooms are to be managed in some other property, same should be of same standards and in vicinity to the main property only.*
2. PAX: 90 (+/- 10) on single sharing basis with atleast queen size beds, it shall include 5-7 superior(better) rooms vis-à-vis other rooms.
3. Meals: Dinner 14/04/2023 and 15/04/2023 [breakfast to be ensured as complimentary also negotiations to be made for inclusion of buffet dinner/lunch]. Both veg and non-veg cuisines to be included. *Need Based Lunch/evening tea to be arranged for guests arriving early on 14/04/2023.*
4. Exigencies: Early check-in on 14/04/2023 and late checkout on 15/04/2023 of few guests to be managed

C. Cultural Tour/ event

1. Pre-conference Dinner on 14/04/2023 with musical evening
2. Post-conference River cruise on 15/04/2023

D. Logistics

Transportation of guest To and Fro, from airport/station and any movement within the city to be arranged in comfortable AC conveyance

E. Contact Desk/ Adequate personal assistance:

Agency to set up:

1. Contact desk / Help Desk at Airport/ Station for guests arrival/departure coordination
2. Contact desk / Help Desk at Airport/ Station for guests at workshop and accommodation venues
3. Registration Desk at workshop along with day long coordination personals.

These helpdesks/ registration desks to be manned with professional staff in adequate manner.

F. Memento

Memento to be procured from Government institution/ NGO/SHG/artisan/other organization in range of Rs 3000/- to Rs 5000/- per item.

G. Video Recording

The Panel discussions and lectures to be recorded and clear edited files to be submitted.

H. Speakers Management:

Agency shall be required to manage travel/accommodation and payment of honorarium to workshop speakers as indicated by SIDBI.

Note:

1. Agency should try to get best negotiated rates, for example complimentary meals, conference hall etc.
2. SIDBI reserves the right to alter/modify the above schedule

6 SUBMISSION OF PROPOSALS

1. The agency shall be required to submit the detailed proposal on the overall flow of the event along with proposed offerings in terms of the above-mentioned scope of work at SI no 5.1.
2. The proposal must contain all tentative offerings, Viz: number of personals that shall be deputed, examples of stationery, memento
3. **. The proposal should be made on realistic possible arrangements that can be offered and agency must speak for availability of Hotel/venue etc. before-hand for the proposed dates.**
4. The proposal shall have financial quote for Agency event management cost inclusive of taxes.
5. Agency may indicate overall item-wise cost (broadly), however these costs shall not form part of overall agency cost quoted.

7 EVALUATION METHODOLOGY & AWARD OF CONTRACT:

The proposals shall be perused, and only complete proposals shall be taken up for opening of commercial bids. Comparable proposals shall be evaluated on lowest event management fee offered basis. The other services provider expenses i.e hotel, logistic etc shall be settled on actuals.

8. EVALUATION OF PROPOSAL

8.1 The proposal will be evaluated for before opening of commercial bids to determine the offerings and understanding of the scope of the project. The agency can be called upon for a detailed presentation to evaluation committee.

8.2 COMMERCIAL BIDS:

The Bidder is required to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

8.2.1. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

8.2.2. The Commercial Bid should be submitted strictly in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank and are liable to be rejected

Definitions: In this Contract, the following terms shall be interpreted as indicated:

- a. "The Bank" means Small Industries Development Bank of India (SIDBI).
- b. 'Bidder' means the respondent to the RfP document.
- c. 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- d. 'RFP' or 'RfP' or 'Tender' means the Request For Proposal document.
- e. 'Bid' may be interchangeably referred to as 'Offer'.
- f. "The Contract" means the agreement entered into between the Bank, represented by its Head Office/ Regional Offices/ other offices of the Bank and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

9. REPRESENTATIVE:

The agency will assign a person, who will provide the interface facility and has the responsibility for managing the complete service delivery on Public Relations. He/She will be single point of contact on behalf of the agency.

9.1. Price :

- a. The fee/charges quotes / decided through the process described earlier would remain valid for the entire contract period.
- b. The accepted price (fee/charges) shall otherwise remain firm during the entire tenure of assignment including authorized period of extension of time and shall not vary on account of any increase/decrease of cost of material/labours or any other reasons whatsoever.

9.1.1 Use of Contract Documents and Information:

- a. The Agency shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. The Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

9.2. Subcontracts:

The agency shall not sub-contract the services agreed to be rendered by the agency under this contract, except (i) if the existence of their office is not in the identified location; agreed by SIDBI and (ii) for services that are generally procured from outside agency in performing the activities envisage under this contract.

9.3. Compliance in obtaining approvals/ permissions/ licenses:

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the

Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

9.4. Termination of Contract:

- a. In the event of non-performance of the bidder as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter/ provision set out in this RfP and subsequent Service Agreement for the selected Agency, the Parties shall try to resolve the matter amicably inter se. In case if the matter is not settled amicably and further Bank is not satisfied with the services of the agency or the agency failing to perform the services agreed to under this RfP, Bank shall issue a written notice of 15 days to the agency informing the agency of its dissatisfaction or the non-performance of the agency and if the error is not rectified within the given time, Bank shall not be liable to pay the agency for the same for the period of non-performance by agency and the decision of Bank in this regards shall be final and binding on the Service provider/agency.
- b. In the event the agency does not comply with its obligations, on the termination of the notice period, Bank shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.
- c. Upon termination of the Agreement, the Agency would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, on "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Agency shall complete pending assignments and Bank shall agree to settle the dues in respect of assignments after completion thereof by the Agency, except if specifically instructed by the Bank to act otherwise.
- d. The Bank would also have the right to terminate such Service Agreement with three months notice or such period as agreed without assigning any reason.
- e. The Bank reserves the right to cancel the contract, without any prior notice, in the event of happening one or more of the following Conditions:
 - ❖ Failure of the successful bidder to accept the contract
 - ❖ Delay in services
 - ❖ Serious problems in quality of services

- ❖ Services of the Agency not being considered satisfactory by the Bank

9.5. Force majeure:

- a. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, Covid19 pandemic lockdown, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- b. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c. If either Party is unable to perform its obligation under this contract due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc.) that the party will not be deemed to have defaulted under this Contract. Each party would use all reasonable efforts to enable performance under this Contract to continue.

9.6. Resolution of Disputes:

- a. It will be the endeavor of the Parties to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result.
- b. In case of Dispute or difference arising between the Bank and a bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the bidder OR in case of disagreement each party

may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- c. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- d. Arbitration proceedings shall be held at **New Delhi**, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- e. Not with standing anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at New Delhi India only.
- f. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- g. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- h. Good Faith: The Parties undertake to act in good faith with respect to each other's rights under the contract that may be entered into pursuant to this RfP and to adopt all reasonable measures to ensure the realization of the objectives/ scope of this Contract.

9.7. No Commitment to Accept Lowest or Any Offer

- a. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

9.8. Taxes and Duties:

- a. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
- b. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies and all laws pertaining to

contract employees/ labour laws are complied with while providing caretaker services. The selected bidder may have to execute an indemnity bond in favour of the Bank in this regard.

- c. Providing clarifications/ particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the bidder at his cost.
- d. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the contract that may be entered into pursuant to this RfP.

9.9. Statutory authority obligation, notices, fees and charges:

- a. The agency shall comply with and give all notices required by any Act, any instrument, rule, or order made under any Act, or any regulation with regard to the assignment/services contemplated under this RfP.
- b. The Agency shall at all time during the currency of the RfP/contract to be entered into pursuant to this RfP, comply with all applicable laws as they relate to its performance under the agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

9.10. Right in intellectual Property and materials:

- a. All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI. Provided, that SIDBI would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from SIDBI.
- b. All concepts, communications, etc. created and conceived by the Agency on behalf of SIDBI under the services contemplated under this RfP, and involving name of SIDBI, shall not form part of any award or competition or promotion unless prior written consent of SIDBI has been obtained thereof.

9.11. Confidentiality:

Information provide under this RfP and Subsequent service agreement is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or

company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.

9.12. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids/ pre-bid meeting.

9.13. Contacting the Bank

- a. After opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.
- b. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

9.14. The agency to conduct as good faith and as per good industry practice:

- a. Notwithstanding anything contained in this document. The Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per good Industry practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principle. While acting as an agent the Agency shall be responsible to Bank for all Acts of negligence, and for consequences emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of Bank as its agent.

9.15. Execution of Agreement and NDA

- a. The selected bidder should execute agreement with the Bank which will remain valid for at least 2 (two) years. Beyond the two years, the agreement can be extended at the discretion of the Bank with the same scope of work. The agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-Disclosure Agreement clause.
- b. The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of issuing sanction letter/letter of intent/work order.

- c. The date of sanction letter/letter of intent/work order shall be treated as date of engagement and the time-line for completion of the assignment shall be worked out with reference to this date.

9.16. No Employer-Employee Relationship

- a. The selected bidder during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly:
- b. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or
- c. Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.
- d. Staff deployed by the agency shall never be deemed to be appointed by the bank nor shall they be under its service conditions.
- e. Statutory & Regulatory Compliance: The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO - All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regard to transactions under RfP. The bidder also has to ensure that they are compliant to the all applicable laws for deployment of resources across sites nationwide. The bidder should follow all pay out norms as per the MWA in all the states and SIDBI will not liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and compliance any other Act/ regulations as may be applicable.

9.17. Rights to Visit

- a. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- b. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development/customization site of the Bidder or where the services are being rendered by the bidder.
- c. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises

with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

- d. The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

9.18. Audit:

- a. The bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI/ other regulatory & statutory authorities and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.
- b. In case any of the services are further outsourced/ assigned/ subcontracted to other bidders, it will be the responsibility of the bidder to ensure that the authorities/officials as mentioned above are allowed access to all the related places, for inspection and verification.
- c. Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

9.19. IPR Infringement

- a. As part of this project bidder/agency will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/ agency shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/ agency under this project.

9.20. Indemnity

- a. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- b. Bank's authorized/ bona fide use of the Deliverables and/or the Services provided by Bidder under this RfP document; and/or any subsequent agreement; and/or
- c. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or
- d. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- e. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
- f. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
- g. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- h. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
- i. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- j. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- k. Notifies the Bidder in writing; and
- l. Cooperates with the Bidder in the defence and settlement of the claims.
- m. The Bidder shall not be liable for defects or non-conformance resulting from:
- n. Software, hardware, interfacing not approved by Bidder; or
- o. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
- p. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
- q. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.
- r. All Bidders under the RfP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and/ or its Directors, officers,

employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by SIDBI and or its Directors, officers, employees, agents, and representatives due to reasons of:

- a. Breach, misconduct, omissions or
- b. Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

9.21. Limitation of Liabilities

- a. Save and except the liability under Section of 'IPR Infringement' in Clause 9.27 and indemnity provision in Clause 9.28 herein above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data/ programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of bidder/ service provider, arising at any time shall not exceed the total contract value.
- b. Conflict of Interests: The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of the contract entered into pursuant to this RfP, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.

9.22. Confidentiality

- a. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated

- in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.
- b. This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.
 - c. "Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:
 - a. relates to the Disclosing Party; and
 - b. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - c. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - d. without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
 - e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
 - d. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 - e. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 - f. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information

of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

- b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- d. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - (i) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - (ii) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - (iii) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any HW or other device in its possession or under its custody and control; and
 - (iv) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having

made all proper enquiries the requirements of this paragraph have been fully complied with.

- g. The restrictions in the preceding clause shall not apply to:
- (i) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - (ii) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - (iii) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- h. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

9.23. Corrupt and fraudulent practice

- a. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders are requested to note the following:
- b. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- c. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

- d. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

9.24. Grievances Redressal Mechanism

- a. Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

9.25. Miscellaneous/ Others

- a. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.
- b. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
- c. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
- d. Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
- e. Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.
- f. Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
- g. Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

9.26. Notices

Any notice, request or consent required or permitted to be given or made pursuant to the contract that may be entered into pursuant to this RfP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the RfP. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the RfP.

- a. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.
- b. Personnel engaged by the bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the bidder and they shall have no claim to be appointed in the services of the bank. Bidder shall take suitable measures for them in this regard.
- c. SIDBI has the sole ownership of and the right to use, all data that may be in possession of the Successful bidder/ agency or its representative during performing the services under the agreement/contract that may be entered. All documents, report, information, data etc. collected and prepared by bidder in connection with the scope of work submitted to SIDBI will be property of the Bank. The bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Successful Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services".
- d. No third-party rights. No provision of the RfP the agreement that may be entered into is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties."

9.27. Representations and Warranties

To induce SIDBI to enter the Contract/Agreement/RfP, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical

know-how and the financial where with all, the power and the authority to enter into the Contract/ Agreement/RfP and provide the Service(s)/Systems sought by SIDBI.

That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s)/ Systems under the Contract/ Agreement/RfP.

That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the proposed Contract/ Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.

That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and the proposed Contract/Agreement.

That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Bid/Contract/Agreement are duly maintained and suitably updated, upgraded, replaced about contemporary and statutory requirements.

That the Vendor/ Bidder shall use such assets of SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract/ Agreement, are true and

correct, and shall continue to remain true and correct through the term of the Contract.

That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Bid/Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the bid/Contract/Agreement.

That all conditions precedent under the Bid/Contract/Agreement has been complied.

That neither the execution and delivery by the Vendor/Bidder of the Bid/Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Bid/Contract/Agreement

(i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder

(ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or

(iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.

Annexure - I

**PARTICULARS FOR (Limited Tender) from Empaneled Agencies
for Event Management at SCDF-One Day Workshop at Goa tentatively on
15th April 2023 - COMMERCIAL BID
Tender No T002287614
(to be submitted on their letter head)**

Date: _____

Assistant General Manager
Small Industries Development Bank of India
Cluster Development Vertical
3rd Floor, Atma Ram House, 1 Tolstoy Marg,
Connaught Place, New Delhi - 110001

We hereby offer to submit our request for Selection of agency for **Event Management at SCDF-One Day Workshop at Goa tentatively on 15th April 2023**. We have read and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

SI no	Part A:	Event management Fee (Rs)	Tax (Rs)	Total inclusive of Taxes (Rs)
	Programme management cost inclusive of manpower to be deployed for event.\$			

\$ The cost quoted by the agency should be all inclusive, no separate cost shall be borne by SIDBI towards travel/stay/daily expenses on manpower deputed by agency for the event.

Note: The actual cost of musical evening / cruise, if held shall be reimbursed.

I/ We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/ We certify that if appointed for assignment, I/ We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/ us is false/ incorrect, SIDBI shall have the absolute right to take any action as deemed fit (including termination of contract and or blacklist and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf
Designation/ Seal of Agency